

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No. 21		3. Effective Date 2002FEB28		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP MAJ W PETERMANN (586)753-2074 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PETERMAW@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000 SCD A PAS NONE ADP PT SC1012		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
						9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0002	
						10B. Dated (See Item 13) 2000NOV16	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$432,792.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2072			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2002FEB28	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Family of Interim Armored Vehicles

1. This Modification 21 to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of four (4) Infantry Carrier Vehicles (ICV) Contractor Serial Numbers ICV-0011, ICV-0012, ICV-0013, and ICV-0014.
3. Baseline Configuration. The baseline configuration for the ICVs presented for acceptance not later than 28 February 2002 were manufactured to the contractor's General Assembly ICV Part Number 10651420-011 (12479551), Dated 20 February 2002.
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the ICV, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:
 - a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of IAV vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
 - b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the ICV Performance Specification, and any Interface Control Documents related to Government Furnished Material.
 - 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. If an automatic notification process and Government access are not automated and functional by 15 March 2002, then the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
 - 2) The parties will create a joint team to review and establish a contractually compliant Joint Contractor-Government Configuration Management (CM) Process. The team will convene and initiate their review the week of 4 March 2002. The parties begin by reading the current contract requirements line by line (all of Section C) in a joint CM meeting. They will map (step by step) the contractually required CM process, milestones and work flow/approval process. The team will brief the Procuring Contracting Officer (PCO) on their findings NLT 15 March 2002. They will then map the contractor's current process and analyze any disconnects between the contractual requirements and their standard practices and provide a corrective action plan identifying the steps they will implement to bring their process into full contractual compliance. They will brief the PCO on the results/findings NLT 29 March 2002.
 - 3) Delivery Team Meetings. The parties shall participate in joint contractor-Government Delivery Team Meetings formatted to coordinate the resolution of production, performance, and vehicle configuration issues. The PCO will designate a Government representative to coordinate with the contractor for a weekly meeting. The contractor shall identify a mutually agreeable time, date and meeting format.
5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, and W-BCT-0005 R1).
 - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives.
6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. The Government will use the conditionally accepted Final Inspection Record (FIR), Revision A1, dated 18 Jan 02, to inspect the ICVs delivered in February 2002.

8. Pursuant to the FIR identified in paragraph 7 above, the subject ICVs will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is incorporated into this modification by reference. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following Contractor waivers to the ICV Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver W-BCT-0007 R2)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver W-BCT-0008 R2)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver W-BCT-0009 R2)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver W-BCT-0010 R2)
- 5) The ICV General Assembly - Waiver Attachment A addresses the open issues and Waiver Attachment B addresses the retrofit plan. (Reference Contractor Waivers W-BCT/ICV-0011, W-BCT/ICV-0012, W-BCT/ICV-0013, and W-BCT/ICV-0014)
- 6) Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021)

c. Execution of the retrofit plan per the steps, procedures and schedule identified in Attachment B which is incorporated into this modification by reference.

d. The Remote Weapon Station (RWS). The parties previously agreed to separately ship one RWS to Aberdeen Proving Ground (APG) and to marry it with one of the first ICVs delivered to that location. Therefore, one (1) ICV (Contractor Serial Number ICV-0012) will not have an RWS installed at the time of inspection/acceptance. The remaining three (3) ICVs will not have a qualified RWS installed at the time of inspection/acceptance. The contractor shall bring three (3) RWS' to a fully compliant production configuration.

9. The parties agree to reduce the unit price of each of the four (4) vehicles presented for acceptance in February 2002 by \$108,198 prior to liquidation of progress payments) pending mutual resolution of warranty and related provisions, and production verification test provisions. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.

10. The Government will withhold \$162,684 per vehicle (after the liquidation of progress payments) for all of the items addressed above in Paragraph 8 of this modification.

11. Shipping instructions applicable to this conditional acceptance are provided in Section B of this modification. Subsequent to vehicle inspection/acceptance, the vehicles shall be shipped in place. While the vehicles are shipped in place, the contractor may have access to the vehicles to install some of the hardware/parts shortages addressed in Paragraphs 8a and 8c above. The installation is subject to Government inspection and acceptance. The shipment of the vehicles shall occur no later than 8 March 2002.

12. As a result of this modification, the total price of Delivery Order 0002 is reduced by \$432,792. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect. This modification does not add terms to the base contract.

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	138	EA	\$ 1,417,771.000	\$ 195,652,398.00
	<u>PRODUCTION QUANTITY</u>				
	NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 13 ACRN: AA AMS CD: 311071				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC				

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p data-bbox="386 281 779 300">ABERDEEN PROV GND MD 21005-5001</p> <p data-bbox="386 388 724 432"><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p data-bbox="264 493 479 512"><u>PRODUCTION QUANTITY</u></p> <p data-bbox="264 573 758 751">NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 13 ACRN: AA AMS CD: 311071</p> <p data-bbox="264 785 501 804"><u>Packaging and Marking</u></p> <p data-bbox="264 840 724 884"><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 919 846 1016"><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 DELETED</p> <p data-bbox="264 1050 513 1068">FOB POINT: Destination</p> <p data-bbox="264 1104 779 1201">SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C5M) PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND MD 21005-5001</p> <p data-bbox="386 1289 724 1333"><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p data-bbox="264 1369 846 1465">DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 W56HZV2058Z031A W61HZF M W04XAA 1 <u>PROJ CD BRK BLK PT</u></p> <p data-bbox="397 1478 431 1497">HD1</p> <p data-bbox="264 1503 768 1547"><u>DEL REL CD QUANTITY DEL DATE</u> 001 1 11-MAR-2002</p> <p data-bbox="264 1608 513 1627">FOB POINT: Destination</p> <p data-bbox="264 1663 779 1759">SHIP TO: <u>PARCEL POST ADDRESS</u> (W61HZF) SR W04X USA YUMA PROVING GROUND SRA BLDG 2710 SANCHEZ STREET YUMA AZ 85365-9113</p> <p data-bbox="264 1845 579 1864">MARK FOR: MARK FOR: W04XAA</p>	1	EA	\$ 1,309,573.000	\$ 1,309,573.00

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0002</div> <div>EXCEPTION DATA: Serial No. ICV-013 to be shipped SHIP THRU: Transportation Officer Aberdeen Test Center Bldg 358 Colleran Road Aberdeen Proving Ground, MD 21005-5001 MARK FOR: JOHN HERSEY, CML 410-278-2461 UPON COMPLETION OF ATC TESTS SHIP TO: Transportation Officer BLDG 2710 Sanchez Street Yuma, AZ 85365-9113 SUPPL ADD: W61HZF</div> <div>(End of narrative F001)</div>				
0001AD	<div>PRODUCTION QUANTITY</div> <div>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 13 ACRN: AA AMS CD: 311071</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 004 W56HZV2058Z031 W81C5M M W4QUAA 1 PROJ CD BRK BLK PT HDI DEL REL CD QUANTITY DEL DATE 001 2 28-FEB-2002</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS (W81C5M) PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND MD 21005-5001</div> <div>MARK FOR: MARK FOR: W4QUAA</div>	2	EA	\$ 1,309,573.000	\$ 2,619,146.00

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p>EXCEPTION DATA: Serial Nos ICV-011 and ICV-012 to be shipped to ATC. MARK FOR: John Hersey, CML 410-278-2461, Project Code HD1</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 13 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 006 W56HZV2058Z031B C1GPTT M 1 PROJ CD BRK BLK PT HD1 DEL REL CD QUANTITY DEL DATE 001 1 02-FEB-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (C1GPTT) XR NEW MEXICO TECHNOLOGY GROUP LLC BLDG 55350 ARIZONA ST FORT HUACHUCA AZ 85613-0001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p>EXCEPTION DATA: Serial No. ICV-014 to be shipped. SHIP THRU: Transportation Officer Aberdeen Test Center Bldg 358 Colleran Road Aberdeen Proving Ground, MD 21005-5001 MARK FOR: John Hersey, CML 410-278-2461 UPON COMPLETION OF ATC TESTS SHIP TO: Transportation Officer New Mexico Technology Group Bldg 55350, Arizona St Fort Huachuca, AZ 85613-0001</p>	1	EA	\$ 1,309,573.000	\$ 1,309,573.00

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	MARK FOR: Johnny Douglas, EMI/TEMPEST SECTION CML: 520-533-5819				
	(End of narrative F001)				
	PRODUCTION QUANTITY	1	EA	\$ 1,417,771.000	\$ 1,417,771.00
	NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X112C005X1 PRON AMD: 08 ACRN: AB AMS CD: 643653				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909530326H010 W81C5M J 2 PROJ CD BRK BLK PT 009				
	DEL REL CD QUANTITY DEL DATE 001 1 31-MAR-2002				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W81C5M) PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND MD 21005-5001				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0002				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT		AMOUNT
0001AA	X11GX001X1	AA	1	\$	199,905,711.00	\$	-4,253,313.00	\$ 195,652,398.00
	311071		1GXP01					
0001AC	X11GX001X1	AA	1	\$	1,417,771.00	\$	-108,198.00	\$ 1,309,573.00
	311071		1GXP01					
0001AD	X11GX001X1	AA	1	\$	0.00	\$	2,619,146.00	\$ 2,619,146.00
	311071		1GXP01					
0001AE	X11GX001X1	AA	1	\$	0.00	\$	1,309,573.00	\$ 1,309,573.00
	311071		1GXP01					
NET CHANGE					\$		-432,792.00	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION			STATION		AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113			W56HZV	\$	-432,792.00
NET CHANGE						\$	-432,792.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	702,365,704.00	\$	-432,792.00	\$	701,932,912.00